

STATE OF NORTH CAROLINA

DR LINDA BISSONNETTE,
Petitioner,

v.

NC DEPARTMENT OF HEALTH AND
HUMAN SERVICES,
Respondent.

SETTLEMENT AGREEMENT
AND WAIVER AND RELEASE
OF ALL CLAIMS

This Settlement Agreement, Waiver, and Release of All Claims (hereinafter "Agreement") is made and entered into between Linda Bissonnette (hereinafter "Bissonnette") and the North Carolina Department of Health and Human Services, Division of Vocational Rehabilitation Services, Disability Determination Services (hereinafter "DHHS").

WITNESSETH

WHEREAS, Bissonnette was employed by DHHS in the division of Disability Determination Services from August 30, 2012 through August 14, 2013.

WHEREAS, various disputes have arisen between Bissonnette and DHHS regarding the circumstances of Bissonnette's separation from employment.

WHEREAS, Bissonnette filed a Petition for Contested Case Hearing with the North Carolina Office of Administrative Hearings (Case No. 13 OSP 17785).

WHEREAS, Bissonnette filed an employment discrimination charge with the United States Equal Employment Opportunity Commission (EEOC Charge #433-2014-01056).

WHEREAS, Bissonnette and DHHS now desire to settle completely and for all existing or potential disputes between or among them regarding Bissonnette's claim

against DHHS arising out of the employment relationship between the parties, including any and all conduct of the parties occurring prior to the execution of the Agreement, with the exception of Bissonnette's existing claim pursuant to the North Carolina Worker's Compensation Act, N.C. Gen. Stat. § 97-1, *et seq.*

NOW, THEREFORE, in consideration of the covenants and promises herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the following Agreement is entered into by the undersigned parties.

1. No Admission

This Agreement, and compliance with this Agreement, shall not be construed as an admission on the part of DHHS of any alleged violation of the rights or interests of Bissonnette or of any other individual or entity. Nor shall the Agreement or compliance with the Agreement be construed as an admission by DHHS of any alleged violation of any order, ruling, law, statute, regulation, contract or covenant, express or implied, on the part of DHHS, including its current and/or former directors, supervisors, employees, agents, or representatives.

2. Settlement Payment, Dismissal, and Termination of Employment Rights

For and in consideration of the promises and covenants contained herein, Bissonnette and DHHS have agreed and do agree as follows:

- (a) Bissonnette expressly agrees that she shall execute the Agreement, and shall withdraw, with prejudice, her employment claims that were at issue in contested case 13 OSP 17785. Bissonnette further agrees that she will withdraw her employment discrimination charge filed with the US EEOC (EEOC Charge #433-2014-01056) and not pursue any cause of action

related to, or in any way arising out of that charge. Bissonnette further agrees that her counsel, Caitlyn Thomson, shall forward the fully executed Agreement to counsel for DHHS, Jonathan D. Shaw, Assistant Attorney General, who will obtain the execution by the appropriate agency representative. A fully executed Agreement will then be forwarded to Ms. Thomson.

- (b) DHHS agrees that upon receipt of the fully executed and notarized Agreement from Bissonnette's counsel, it will deliver a copy of the Agreement which has been fully executed and notarized by its authorized representative, and make a lump sum payment in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00), payable in two separate checks as follows: thirty Thousand and 00/100 Dollars (\$30,000.00) shall be paid to Linda Bissonnette and Fifteen Thousand and 00/100 Dollars (\$15,000.00) shall be paid to Petitioner's attorney Caitlyn Thomson. The parties acknowledge and agree that such payments are made to settle any and all disputes, other than Petitioner's workers' compensation claim, that may arise between Petitioner and Respondent, as , and for attorney's fees, respectively, and that no part of the settlement amount is intended as compensation for lost wages. The parties further agree that the above-described payment shall not be deducted from any benefits payable to Petitioner pursuant to the North Carolina Worker's Compensation Act, N.C. Gen. Stat. § 97-42. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which

shall be deemed an original, and all of which together shall constitute one and the same instrument.

- (c) The payments noted in subsection (b) hereinabove constitutes the full and complete settlement of any and all monetary and non-monetary claims between Bissonnette and DHHS, including claims for wages, salary, commissions, compensatory, general, special and punitive damages, injunctive or equitable relief, attorney's fees, interest, expenses, and costs actually incurred, with the exception of Bissonnette's claim pursuant to the North Carolina Worker's Compensation Act. **Bissonnette acknowledges that DHHS has not and will not withhold federal or state taxes from the payment** and that DHHS has made no representations as to what taxes Bissonnette may owe on the lump sum payment. It is agreed that Bissonnette shall be solely liable for all of her federal, state and local tax obligations arising from the payment of the sum specified herein. Bissonnette agrees to release and hold harmless DHHS for any potential obligation or liability to tax or other authorities for any deductions, taxes, penalties or interest, or other obligations with respect to the payment of the aforementioned sum. DHHS will issue the appropriate 1099 form(s) to Bissonnette and her counsel in amounts designated by Bissonnette's counsel.
- (d) DHHS agrees that it will allow Bissonnette to submit a resignation, effective August 14, 2013, and DHHS shall remove from Bissonnette's personnel records (including electronically stored records) any and all

material which reflects or suggests that Bissonnette was terminated from employment. Should DHHS wish to retain any such material, it shall be printed and stored in a confidential file to be maintained in the central Human Resources Office for the agency, and shall not be available to anyone other than the Employee Relations Manager or counsel for DHHS.

Bissonnette agrees not to seek employment with DHHS.

3. Disavowal Of Any Further Or Additional Claims

Bissonnette agrees to withdraw and terminate, with prejudice, any and all pending charges, complaints, claims, grievances or other actions, including, but not limited to, the aforementioned Petition for Contested Case Hearing (13 OSP 17785) filed with the North Carolina Office of Administrative Hearings and the charge filed with the US EEOC (EEOC Charge #433-2014-01056), which are against or involve DHHS and which in any way relate to Bissonnette's employment relationship with DHHS, the termination of that employment relationship, the employment practices of DHHS, and/or any other conduct by DHHS occurring prior to the execution of the Agreement, with the exception of her claim pursuant to the North Carolina Worker's Compensation Act.

4. Waiver And Release

(a) Except as stated herein, based upon the consideration recited above and the mutual releases granted herein, Bissonnette hereby waives, releases and forever discharges any claims, rights, liabilities or entitlements now existing or arising in the future which are against or involve DHHS and which relate to Bissonnette's employment relationship with DHHS, the termination of that employment relationship, the employment practices of DHHS, and/or any conduct of the parties occurring prior to the

execution of the Agreement, including, but not limited to, any contract claim, tort claim, claim for wages, salaries, commissions, bonuses, severance pay or fringe benefits, and any claim based upon any state or federal wage, employment or common law, or amendments thereto, including, but not limited to: (i) any claim arising under the North Carolina State Personnel Act, N.C. Gen. Stat. § 126-1, et seq.; (ii) any claim arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.; (iii) any claim arising under the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1, et seq.; (iv) any claim arising under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; (v) any claim arising under the American With Disabilities Act, 42 U.S.C. § 12101, et seq.; (vi) any claim arising under the North Carolina Persons with Disabilities Protection Act, N.C. Gen. Stat. § 168A-1, et seq.; (vii) any claim arising under or predicated upon any other North Carolina or federal statute; and (viii) any claim arising under or predicated upon North Carolina common law or federal common law, except that claims made pursuant to the North Carolina Worker's Compensation Act, N.C. Gen. Stat. § 97-1, *et seq.* are not waived nor settled by this Agreement.

(b) Bissonnette agrees not to institute or pursue any lawsuit, grievance, charge of discrimination, or proceeding in any forum that is in any way based upon or arising out of any matter involving Bissonnette and DHHS from the date of her employment through the execution of this Agreement; and, further, Bissonnette agrees to dismiss with prejudice and withdraw, in addition to what is described above, any other active lawsuits, charges of discrimination, complaints, or other actions with any state or federal agency based upon the said matters, with the exception of claims pursuant to the North Carolina Worker's Compensation Act, N.C. Gen. Stat. § 97-1, *et seq.*

5. Obligation For Attorney Fees and Costs To Date

DHHS agrees that it will assume liability, if any exists, for its attorney fees and costs incurred in the defense of this matter. DHHS will pay \$15,000.00 in attorney's fees to Bissonnette's attorney.

6. Construction Of Agreement

Bissonnette warrants that in agreeing to the terms of the Agreement, she has not relied in any way upon any representations or statements of DHHS regarding the subject matter hereof or the basis or effect of the Agreement other than those representations or statements contained herein. The Agreement shall be construed in accordance with North Carolina law. Bissonnette consents to the jurisdiction of the North Carolina Office of Administrative Hearings and/or North Carolina courts over this matter.

7. Entire Agreement

It is understood and agreed that this Agreement expresses a full and complete settlement of any and all claims, the same having been denied, and regardless of the adequacy of the terms of this Agreement is intended to avoid any possible litigation, hearings, reviews, investigations, or controversies. This Agreement contains the entire agreement between DHHS and Bissonnette with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. In the event that one or more of the provisions of this Agreement shall for any reason be held to be unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable.

IN WITNESS WHEREOF, Bissonnette and DHHS have executed the Agreement
on the day and year noted below.

Dated: 8/15/14

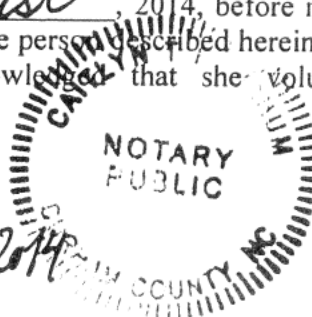
[Signature]
Linda Bissonnette

NORTH CAROLINA
DURHAM COUNTY

On this the 15th day of August, 2014, before me personally appeared Linda Bissonnette, to me known to be the person described herein, and who executed the foregoing instrument; and she acknowledged that she voluntarily executed this Agreement.

[Signature]
Notary Public

My commission Expires: Aug. 16, 2014



Dated: 9-8-14

[Signature]
Elizabeth Bishop
Acting Director
Division of Vocational Rehabilitation Services

NORTH CAROLINA
Wake COUNTY

On this the 8th day of September, 2014, before me personally appeared Elizabeth Bishop, to me known to be the person described herein, and who executed the foregoing instrument; and he acknowledged that he voluntarily executed this Agreement.

[Signature], Lynn Tilton
Notary Public

My commission Expires: 5/15/17

